DOCUMENT RESUME

ED 297 834 JC 880 393

TITLE The Agreement between the Southwest Wisconsin Board of Vocational, Technical & Adult Education and the Professional Staff Association, 1987-1990.

INSTITUTION Southwest Wisconsin Vocational, Technical, and Adult Education District 3, Fennimore.

PUB DATE 87

NOTE 39p.; Part of a collection of collective bargaining agreements collected by the National Education Association.

PUB TYPE Legal/Legislative/Regulatory Materials (090)

EDRS PRICE MF01/PC02 Plus Postage.

DESCRIPTORS *Collective Bargaining; *College Faculty; Community Colleges; *Contracts; Department Heads; *Employment Practices; Faculty Promotion; Faculty Workload; Fringe Benefits; Grievance Procedures; Job Layoff; Leaves of Absence; *Personnel Policy; Released Time; Teacher Dismissal; Teacher Retirement; Teacher Salaries; Tenure; Two Year Colleges; Unions

IDENTIFIERS *AFT Contracts; American Federation of Teachers

ABSTRACT

The collective bargaining agreement between the Southwest Wisconsin Board of Vocational, Technical and Adult Education and the Professional Staff Association of Southwest Wisconsin Technical Institute, the exclusive bargaining agent for all full-time teaching personnel in the college, is presented, covering the period 1987 to 1990. The 11 articles in the agreement set forth provisions related to recognition of the bargaining unit; management rights; grievance procedures; certification of personnel; working conditions, including work load, dismissal, teaching assignments, evaluation procedures, clerical assistance and transfers; salary and benefits; personal and professional leaves of absence; the implementation of the agreement; the use of facilities; faculty travel, retirement, and resignations; worker's compensation; and the rules governing the agreement. Salary schedules and academic calendars are appended. (BCY)

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ED297834

the agreement between

The Southwest Wisconsin Board Of Vocational, Technical & Adult Education

And

The Professional Staff Association

1987-1989 1990

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TABLE OF CONTENTS

		PAGE
ARTICLE I	BARGAINING UNIT	1
ARTICLE II	MANAGEMENT RIGHTS	1
ARTICLE III	GRIEVANCE PROCEDURE	2
Section 3.01	Purpose	2
Section 3.02	Definition	2
Section 3.03	General Applications	2
Section 3.04	Procedure	3
ARTICLE IV	CERTIFIED PERSONNEL - CERTIFICATION	4
ARTICLE V	WORKING CONDITIONS	4
Section 5.01	Work Load and Schedule	4
Section 5.02	Personnel File	7
Section 5.03	Formal Evaluation Procedures	8
Section 5.04	Fair Dismissal, Discipline, Layoff, and Recall Policy	8
Section 5.05	Teaching Assignments	11
Section 5.06	Assignments Beyond the Normal Workday, Workweek, and School Year	11
Section 5.07	Work in Regular Programs Beyond the Regular School Year	11
Section 5.08	Optional Assignments	11
Section 5.09	Transfers	12
Section 5.10	Vacancy Procedure	12
Section 5.11	Physical Examinations	13
Section 5.12	Physical Examinations (Nursing & Allied Nursing, Food Service, Butcher, Child Care Workers)	13
Section 5.13	Clerical Assistance	13
Section 5.14	Program Representative	13
ARTICLE VI	SALARY & BENEFITS	13
Section 6.01	Monetary Allowance for Professional Growth	13
Section 6.02	Method of Payment	15
Section 6.03	Dues Deduction and Fair Share	16
Section 6.04	Teachers Retirement Fund	16
Section 6.05	Annuities - Tax Deferred	16
Section 6.06	Hospital, Medical, and Major Medical Insurance	16
Section 6.07	Group Life Insurance	16
Section 6.08	Liability Insurance	17
Section 6.09	Changes in Coverage	17
Section 6.10	Insurance After Retirement/Layoff	17
Section 6.11	Proration of Coverage	17
Section 6.12	Dental Insurance	18
Section 6.13	Long-term Disability Insurance	18
Section 6.14	Longevity Pay	18

ARTICLE VII LEAVES 18
Section 7.01 Sick Leave 18
Section 7.02 Death or Illness in Family 19
Section 7.03 Emergency/Personal Leave 20
Section 7.04 Jury Duty/Military Leave 20
Section 7.05 Wisconsin Association for Vocational & Adult Education Convention 20
Section 7.06 American Vocational Association 21
Section 7.07 Professional Improvement Leave 21
Section 7.08 Annual PSA Leaves 21
Section 7.09 Other Leaves 21
Section 7.10 Family Leave 22
Section 7.11 Educational Leave 22

ARTICLE VIII IMPLEMENTATION 22

ARTICLE IX USE OF FACILITIES 23

ARTICLE X MISCELLANEOUS 24
Section 10.01 Part-time Employees 24
Section 10.02 Travel 24
Section 10.03 Retirement 25
Section 10.04 Resignations 25
Section 10.05 Safety and Health 26
Section 10.06 Innovations and Changes 27
Section 10.07 Inclement Weather or Emergencies 27

ARTICLE XI RULES GOVERNING AGREEMENT 28

Salary Schedule - 1987-1988 29
1987-88 Calendar 30
1988-89 Calendar 30a

ARTICLE I BARGAINING UNIT

Section 1.01. The Board officially recognizes the Professional Staff Association as the sole and exclusive bargaining representative for all full-time teaching personnel in degree, diploma, and certificate programs, including the librarians, counselors, school nurse, emergency medical technician instructors, and GOAL instructors. A full-time instructor is one who is employed 50 percent or more of a full load per semester. Fifty percent (50%) or more of a full load per semester is defined as an employment average of 18 hours per week per semester.

Exclusions from the bargaining unit include, but are not limited by enumeration to, administrators, coordinators, division chairpersons, the media specialist, business and industrial liaison, and other supervisory personnel.

Unless otherwise indicated, employees in this unit will be hereinafter referred to as "teachers," "instructors," or "employees"; and references to male instructors will include female instructors.

The Board of Southwest Wisconsin Vocational, Technical and Adult Education District will hereinafter be referred to as "the Board" or its lawfully authorized representative.

The term "District Director" throughout this contract has reference to the District Director or his lawfully authorized designee.

ARTICLE II MANAGEMENT RIGHTS

Section 2.01. Except as otherwise expressly provided in this Agreement, the management of the District and direction of all personnel are vested exclusively in the District; and the Board accordingly retains and reserves, without limitation, unto itself and its duly authorized administrative representatives all powers, rights, authorities, duties, and responsibilities conferred upon and vested in the Board and such representatives by the constitutions and laws of the State of Wisconsin and the United States of America, including, but without the generality of the foregoing being limited because of enumeration, the following rights:

(a) Executive management and administrative control of the school system and its properties and facilities and the school-assigned activities of its employees.

(b) Hiring of all employees and, subject to the provisions of law, determining their qualifications and the conditions for their continued employment or discontinuance thereof; for their suspension, dismissal, or other disciplining; and for the promotion and transfer of all employees.

(c) Establishment of curricula, programs of instruction including special programs and courses of study required subject to the provisions of law and the directives of the State Board of Vocational, Technical and Adult Education (hereinafter called "State Board"), and development and administration of evaluations of such curricula, programs and courses, all as deemed necessary or advisable by the Board.

(d) Establishment of co- and/or extracurricular activities and programs as deemed necessary or advisable by the Board.

(e) Deciding upon the means and methods of instruction, selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.

(f) Determination of class schedules: hours of instruction; duties, responsibilities, and assignments of instructors and other employees with respect to administrative and nonteaching activities; and the terms and conditions of employment.

ARTICLE III GRIEVANCE PROCEDURE

Section 3.01. The primary purpose of this procedure is to ensure that an equitable solution will be worked out for problems that arise under this Agreement.

Section 3.02. A grievance shall mean a dispute involving the interpretation or application of the terms of this Agreement.

Section 3.03. General Applications

(a) The PSA shall have the right to present, process, or appeal a grievance at any level in its own behalf.

(b) An instructor shall have the right to be represented by counsel of his choosing at any step of this procedure.

(c) Steps one (1) and two (2) of Section 3.04 may be waived with the mutual consent of both parties.

(d) No decision or adjustment of a grievance shall be contrary to any provision of this Agreement existing between the parties hereto.

(e) The PSA shall have the right to be present at all meetings regarding a grievance regardless of the party filing the grievance. This does not include the informal discussion at Step 1.

(f) Failure to communicate the decision of a grievance at any step of this procedure within the specified time limit shall permit the PSA to submit an appeal at the next step of this procedure. However, time limits as specified may be extended at any time by mutual agreement in writing.

(g) The instructor involved in grievance investigations shall conduct such business outside of his scheduled class time. If a meeting related to a grievance is scheduled during class time and an involved instructor cannot obtain class coverage, the District shall be responsible for class coverage.

Section 3.04. Procedure

Step 1. Any instructor within the bargaining unit may first discuss the grievance with the Supervisor or appropriate administrator with the object of solving the matter informally. The instructor may waive this step in the procedure if he so desires and proceed immediately to the first formal step.

Step 2. In the event that the matter is not resolved informally, the grievance, stated in writing, shall be submitted to the District Director or his designee, Instructional Services Administrator, and the PSA within 20 calendar days following the time the grievant or PSA knew of the act or condition, or should have known of the act or condition, which is the basis for the grievance.

(a) Within seven (7) school days after the receipt of the appeal, the Director or his designee shall hold a meeting on the grievance.

(b) The complainant, the PSA representative or representatives, and the Supervisor shall be given at least one (1) school day notice of the meeting.

(c) The complainant shall be present at the meeting unless there is mutual agreement that no facts are in dispute and that the sole question before the Director or his designee is one of interpretation of a provision of the Agreement between the parties thereof.

(d) Within five (5) school days after the meeting on the appeal, the Director or his designee shall communicate his decision, together with his basis for the decision, in writing to the complainant and the PSA representative.

Step 3. If the grievance is not resolved satisfactorily, the complainant and/or the PSA may appeal, within seven (7) school days, to the Board. The appeal shall be in writing and shall include a copy of the original appeal and the decision at Step 2.

(a) Within twenty (20) school days after the receipt of the appeal, the Board shall hold a meeting.

(b) The complainant, the PSA representative, the Instructional Services Administrator, the Director, and the President of the PSA shall be given at least three (3) school days' notice of the meeting.

(c) Within five (5) school days after the meeting on the appeal, the Board shall communicate its decision in writing, together with its basis for the decision, to the complainant and the PSA.

Step 4. If the grievance is not resolved satisfactorily, the PSA may appeal, within fifteen (15) school days, directly to the Wisconsin Employment Relations Commission for arbitration.

(a) The Commission shall appoint a member of its staff as an arbitrator. Either party may object to the person so appointed. Thereupon, the parties shall meet for the purpose of selecting a mutually agreeable member of the Commission's staff to serve in such capacity. In the event that the parties cannot reach agreement on the staff member to serve as the arbitrator, or the member so selected refuses or is otherwise unable to so serve, the parties shall jointly request the Commission to furnish a panel of five candidates to serve as such arbitrator. The parties shall each have the right alternately to strike two names, and the remaining person shall be the mutually accepted arbitrator for the grievance.

(b) The decision and award of the arbitrator shall be in writing and shall set forth opinions and conclusions on the issue submitted to him at the time of the hearing or in writing.

(c) The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, shall be final and binding.

(d) Any arbitration costs mutually accrued shall be shared equally by the Board and the PSA.

(e) The authority of the arbitrator shall be limited to a determination of whether or not there has been a violation of this Agreement and to fashion an appropriate remedy in the event thereof.

(f) Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, subtracting from, or adding to, the provisions of this Agreement.

ARTICLE IV CERTIFIED PERSONNEL - CERTIFICATION

Section 4.01. All professional employees shall be properly certified by statutory enactment and/or Board of Vocational, Technical and Adult Education.

ARTICLE V WORKING CONDITIONS

Section 5.01. Work Load and Schedule

(a) The instructor's regular workweek shall be Monday through Friday.

(b) The span of work time, including class time for each instructor, shall not exceed eight (8) hours (including a meal period) between the hours of 7:30 a.m. and 4:30 p.m. Instructors shall take one meal period of one hour duration each day. This meal period shall be scheduled between the hours of 11:30 and 1:30. If the need arises, an instructor, upon notification to the immediate supervisor, may select another noncontact period for a specific day. The Administration shall not call a meeting during the scheduled time designated as the faculty meal period (11:30-1:30) so as to prevent faculty from a full meal period. Any exception to these provisions shall be by mutual agreement between the instructor and administration.

(c) To have all work in classes function smoothly, instructors should be present in their classrooms, labs, or shops, whenever possible, five (5) minutes in advance of all classes which they are to instruct. Instructors are expected to be available to students who may wish to meet with them at a mutually convenient time. If an instructor finds it necessary to leave the campus during his noncontact periods, he shall notify his immediate supervisor and shall indicate where he may be reached by phone if it is necessary to do so. This notification shall not be required during the instructor's meal period. Instructors shall spend a minimum of 35 hours per week on campus or work locations. Office hours for student conferences will be prescheduled and posted. Instructors shall attend meetings called by the Administration unless they are excused by the District Director or are teaching at the time of the meeting. Instructors shall be given at least two (2) school days' notice of such meetings.

(d) Counselors shall be responsible to meet with students no more than thirty (30) hours per week.

(e) An instructor will be assigned a class load based on the following percentages.

Number of Hours	Percent Teaching Load		
	Lecture	Lab/Shop	Other
1	4.55	4.17	2.86
2	9.09	8.33	5.71
3	13.64	12.50	8.57
4	18.18	16.67	11.43
5	22.73	20.83	14.29
6	27.27	25.00	17.14
7	31.82	29.17	20.00
8	36.36	33.33	22.86
9	40.91	37.50	25.71
10	45.45	41.67	28.57
11	50.00	45.83	31.43
12	54.55	50.00	34.29
13	59.09	54.17	37.14
14	63.64	58.33	40.00
15	68.18	62.50	42.86
16	72.73	66.67	45.71
17	77.27	70.83	48.57
18	81.82	75.00	51.43
19	86.36	79.17	54.29
20	90.91	83.33	57.14
21	95.45	87.50	60.00
22	100.00	91.67	62.86
23		95.83	65.71
24		100.00	68.57
25			71.43
26			74.29
27			77.14
28			80.00
29			82.86
30			85.71
31			88.57
32			91.43
33			94.29
34			97.14
35			100.00

(f) If a computed load is below 95 percent, a special assignment shall be given to bring the load up to at least 95 percent. No reduction in pay shall result for a 95-99 percent load. This does not apply to instructors whose work load is set at less than 95 percent.

(g) Any computed load range from 101 percent to and including 105 percent shall require, where possible, that the instructor's next semester work load will be reduced proportionately to the overload which has occurred. If a reduction is not possible, the instructor shall be reimbursed for the previous semester according to the percentage of load assigned that semester less any compensating reduction in the current semester.

(h) Instructors who, by mutual agreement, accept an overload assignment beyond 105 percent shall be reimbursed for that semester according to the percentage of load assigned: i.e., the percentage of salary received shall be equal to the percentage of load for that semester. All overload assignments beyond 105 percent shall be by mutual agreement

between the instructor and the Administration. An instructor may choose to accept an evening school assignment in order to bring his teaching load up to at least 95 percent. Any underload assignments (below the computed 95 percent) shall be by mutual agreement. In the event that an instructor refuses to accept an assignment to bring his work load up to at least 95 percent, the instructor's pay shall be prorated accordingly.

(i) ITFS INSTRUCTION. PSA may present contract proposals on this subject for the 1988-89 negotiations.

(j) An instructor shall be assigned to a schedule that requires no more than five (5) preparations during any given week. When it is necessary to assign additional preparations, the instructor shall be given credit on his work load according to the following table:

$$\frac{\text{Basic Computed Percent Work Load}}{\text{Number of Preparations}} \times .5 \times (\text{Total Preparations} - 5) = \text{Additional percentage work load which shall be added to the instructor's Basic Computed Percent Work Load}$$

(1) Each course which meets two (2) or more hours each week with a different six-digit (6-digit) course number shall count as one (1) preparation.

(2) Three (3) courses which meet one (1) hour each during a week, regardless of course number, shall count as one (1) preparation. For each additional total of three (3) courses of one (1) hour each, one (1) additional preparation shall be added.

(3) Stacked classes count as one (1) preparation.

(4) Special assignments do not count as additional preparations.

Section 5.02. Personnel File

(a) If any material is to be placed in an instructor's file, the instructor shall receive a copy of the material to be placed in the file: and this material shall include the name of the person originating the material.

(b) An instructor shall have the right to answer any materials to be placed in the file and said answer shall be attached to the related material in the file.

(c) There shall be only one personnel file for each instructor: no duplicate, confidential, secret, or secondary personnel file may be kept. The official single file shall be kept on the campus of major assignment. Upon request, the instructor shall have the right to see any material placed in the file. The instructor may have copies of material reproduced. PSA representatives may examine individual files upon written authorization from the instructor involved. Confidential documents received pursuant to initial placement may be excluded from this provision. This provision shall not prohibit the appropriate supervisor from maintaining open working files on instructors: however, only documents kept in an instructor's personnel file shall affect the instructor's employment status in the District.

(d) Record of grievances filed shall not be placed in the instructor's personnel file.

(e) The instructor shall be permitted to place in his file any material which is pertinent to his professional career, performance, and qualifications.

Section 5.03. Formal Evaluation Procedures

(a) Instructor evaluation procedures are recognized to be a cooperative effort between the instructor and his immediate supervisor with the express purpose of achieving excellence in the area of effective and purposeful classroom instruction.

(b) Evaluations of the work performance of an instructor shall be conducted openly, fairly, and efficiently, at least once per year and with prior notification not later than the end of the previous school day. The evaluation instrument shall be presented to the instructor at the beginning of the school year.

(c) Within five (5) school days of each evaluation of the work performance of an instructor, such instructor shall be provided with a full and complete written report of the evaluation, including suggestions for improvement, where appropriate; and a conference between the instructor and the appropriate supervisor or qualified teaching evaluator making the evaluation shall be held for the purpose of implementing improvements or changes in the education procedures, techniques, materials, or facilities available.

(d) The instructor shall sign a copy of each written report to acknowledge receipt of his copy. The instructor shall have the right to attach his comments to the supervisor's written report.

(e) When a serious inadequacy is noted in an instructor's performance, he shall be notified in writing by the supervisor as soon as this inadequacy becomes evident. A serious inadequacy is one which if it reoccurs consistently could result in the termination of the instructor's employment. When the inadequacy is of such a nature that termination of employment is being considered, the PSA shall be informed in writing of such possibility and of the fact that an inadequacy exists with regard to a particular instructor, unless the instructor requests in writing that the PSA not be so informed. This subsection shall only apply to nonprobationary staff members.

(f) Written student evaluations shall be used by instructors and shall be for the purpose of improvement of instruction. Disclosure of such evaluation shall be at the instructor's option. This provision shall not prevent the appropriate supervisor from requesting and using written student evaluations; however, said evaluations shall not be used as the sole criteria to affect the instructor's employment status in the District.

(g) Formal evaluations will be filed in the instructor's personnel file.

Section 5.04. Fair Dismissal, Discipline, Layoff, and Recall Policy

(a) Any instructor who has received his third employment contract shall not be refused employment, dismissed, terminated, nonrenewed, suspended, disciplined, or discharged except for cause. Probationary instructors shall not be refused employment, dismissed, terminated, nonrenewed, suspended, disciplined, or discharged for arbitrary and capricious reasons.

(b) After his third employment contract, action against any instructor shall follow these specific procedures:

(1) Notification in writing stating cause for such action to the instructor and to the PSA.

(2) The instructor may have a private meeting with the benefit of representation and/or counsel before the Administration at which time the Administration shall fully explain to the instructor the reason for such action.

(3) The instructor shall have a meeting with full benefit of representation and counsel before the Board within thirty (30) days of receipt of the notification. The meeting will be public or private at the discretion of the employee. The Board shall not be required to bear any expense for instructor's counsel or representative.

(4) If the instructor and/or PSA are not satisfied that fair and equitable procedures have been followed or that the decision as to the instructor was for good and sufficient cause, the instructor and/or the PSA shall have the right to appeal said decision to arbitration in accordance with the final step of the grievance procedure as prescribed in the Agreement.

(5) In the event the Board's action is reversed by an arbitrator or a court of law, the instructor shall be fully compensated for any loss of pay or benefits, unless otherwise modified by the arbitrator and/or court.

(c) Layoff/Recall

(1) The Board may, at its sole discretion, lay off the appropriate number of instructors.

(aa) The Board shall notify the instructor of said layoff not later than July 1 for the ensuing school year.

(2) Any instructor who has lost employment due to layoff, shall have recall rights according to the procedure set forth in Sections (d) and (e) below.

(aa) Layoffs in program or subject areas shall be based on program or subject area seniority (as defined below) in the affected program or subject area; i.e., the teacher with the least seniority within the affected program or subject area shall be laid off first.

A teacher who would otherwise be subject to layoff shall have the right to transfer back to any program or subject area from which the teacher transferred within the preceding five (5) years, provided that there is a vacancy or a teacher with less seniority than the transferring teacher within such program or subject area.

A teacher still subject to layoff after the application of the two previous paragraphs shall have the right to transfer back to any program or subject area from which the teacher previously transferred, provided that there is a vacancy or

a teacher with less seniority than the transferring teacher within such program or subject area and provided that the transferring teacher is certified or possesses the credentials to become certified and is qualified to teach in that previous program or subject area.

(bb) Seniority in a program or subject area shall accrue from the date of assignment or transfer to that program or subject area. However, upon completion of five (5) years at teaching in such program or subject area, seniority within such program or subject area shall be determined and accrued from the date the instructor signed his first employment contract with Southwest Tech.

Part-time instructors shall accrue seniority based on seven hours of employment equal to one (1) work day, which is equal to 1/192 of one year seniority.

Employees who resign and are ultimately re-employed by the District within 90 calendar days shall retain all accrued seniority attained prior to the resignation.

An instructor who is laid off shall retain seniority at time of layoff during the recall period. Time from layoff to recall shall not accrue to the seniority level.

A teacher shall continue to accrue seniority in a program or subject area, from which the teacher transferred, for five (5) years from the date of such transfer. After five (5) years, the seniority in the program or subject area shall be retained, but frozen.

The District shall provide the PSA with a seniority list by September 30 of each year. The list shall show each instructor's District seniority and program or subject area seniority dates.

(cc) No new permanent or substitute appointment may be made while there are laid-off teachers available who are certified and qualified to fill vacancies. Such teachers may secure other employment during the period they are laid off.

Teachers shall be recalled in the inverse order of their layoff.

(dd) For nonprobationary teachers, all benefits conferred by this section shall cease after the expiration of thirty-six (36) months. For probationary teachers, all benefits conferred by this section shall cease after a length of time equal to the teacher's service in the District.

(d) Instructors shall be recalled for reemployment in the reverse of the order in which they lost employment as positions for which they are certified, or possess the credentials to become certified, and qualified become available. Recall rights shall be maintained for a period of three (3) years.

(e) The Board shall send the recall notice by mail to the instructor's last known address. The notice of recall shall advise the instructor of the time and place that the instructor is to report to duty.

(1) It shall be the instructor's responsibility to keep the Board informed as to his current address.

(2) If the Board does not within twenty (20) calendar days from the date of mailing the notice receive written confirmation of the instructor's acceptance of recall, the instructor loses all rights to be recalled. Failing to report at the requested time and place will void the recall and all reemployment rights of the recalled instructor.

Section 5.05. Teaching Assignments

(a) Instructors may express written preference in teaching assignments. These requests are to be submitted at least three (3) months prior to the beginning of the semester for which the request is being made. When any such request is not honored, the instructor shall be informed of the reasons. No instructor shall be required to teach assignments in areas for which he is not qualified according to state certification standards (standard or provisional). Instructors shall be sent a copy of their tentative schedule at least twenty (20) calendar days prior to the semester for which the schedule is made. All changes in said schedule shall be made in cooperation with the instructor when possible.

(b) All extracurricular activities and duties and any duties not related to an instructor's instructional assignment shall be assigned on a voluntary basis.

(c) Teachers assigned to classes which have related extracurricular duties shall have preference in accepting such related duties and shall receive appropriate compensation as established in other provisions of this contract.

(d) Members of management will not be assigned a teaching load, defined as a regularly scheduled class(es), when there are instructors teaching less than 95 percent in that program or subject area.

Section 5.06. Assignments Beyond the Normal Workday, Workweek, and School Year

Instructors covered by this Agreement shall have priority, according to seniority in the program, in electing to teach assignments beyond the normal workday, workweek, and school year as extra courses beyond their normal loads unless another instructor is requested by an outside agency. Such priority shall not cause a reduction in load to any other instructor who elects to teach such classes to maintain his full teaching load.

Section 5.07. Work in Regular Programs Beyond the Regular School Year

All employment beyond the regular two-semester contract period shall be voluntary, prorated on the instructor's regular annual salary, and shall be governed by the provisions of this Agreement.

Section 5.08. Optional Assignments

All expenses as approved by the Administration related to advisers' duties shall be paid in full by the Board.

Faculty serving as advisers of fully chartered and recognized student clubs such as, but not limited to, the following clubs shall be paid $350 per club per year: Agrifuture Club, Wisconsin Home Economics Association (WHEA), Distributive Education Clubs of America (DECA), Office Education Association (OEA), and Vocational Industrial Clubs of America (VICA).

Such duties shall be voluntary, and the involved instructor(s) shall receive appropriate release time.

Section 5.09. Transfers

Transfer includes any change to a different work assignment and/or main campus facility outside the Fennimore area. Transfer does not include changes in work locations normal to a specific teaching position or changes in class assignments within a subject or program area.

A short-term transfer is defined as a transfer of one semester's duration or less. Such transfers may be made by the District in keeping with the qualifications of the employee and the philosophy and needs of the District.

"Regular Transfer" includes any transfer lasting longer than one semester and any transfer affecting an instructor who already has received one short-term transfer during the term of this contract.

All regular transfers shall be made with the full knowledge and approval of all parties related to the transfer and shall be reported to the Board by the Director.

Section 5.10. Vacancy Procedure

All vacancies or newly established positions within the bargaining unit shall be adequately publicized by posting notices in specifically designated places within the school prior to an outside search. A copy of any such vacancies will be given to the PSA simultaneously. The date of posting such positions must be noted on all copies.

Instructors who are interested in knowing of vacancies that may occur during summer months must inform the Instructional Services Office of the positions for which they feel they would be qualified. The Instructional Services Office will send directly to the instructor's last known address the vacancy notice.

Notices of such vacancies or newly established positions shall clearly set forth the requisite qualifications for the position and the date by which the applicant must file the application. Any part-time position that becomes a full-time position shall be considered a new position.

An instructor who fulfills the qualifications and desires to apply for such vacancies or newly established positions shall file his application in writing with the office of the Director within the time limit specified in the notice.

A full-time instructor already on the staff who has applied shall be assigned to such vacant or newly established position if the Director determines that he possesses the requisite qualifications therefor.

Where two or more applicants who are already on the staff are equal in qualifications for the position, the applicant with the greater amount of seniority in the District shall be given preference.

An instructor who has failed to qualify for the position may contact the Director for information on possible selection in the future.

In the event that a vacancy occurs which must be filled within four weeks, the District shall have the right to conduct an outside search for qualified applicants simultaneously with the inside search required by this Vacancy Procedure. Full-time instructors already on the staff having equal qualifications with an outside applicant shall be given preference in filling any such vacancy.

Section 5.11. Physical Examinations

Physical examinations will be required of all certified personnel upon their initial appointment and thereafter as required by Wisconsin Statutes. Forms for the examination shall be provided by the school, and the cost shall be borne by the District.

The cost of the initial examination shall be reimbursed by the District to a maximum of $40. Tuberculin test and/or chest X ray shall be covered by the group insurance policy.

Section 5.12. Physical Examinations (Nursing & Allied Nursing, Food Service, Butcher, Child Care Workers)

(a) All employees shall have any state/federal Board or Boards required physical examinations paid for by the District.

(b) An initial physical examination must be completed within a period of 90 days before employment and must include an X ray of the chest.

(c) An X ray of the chest is not required annually if a negative tuberculin test can be demonstrated at the time of the annual physical examination.

(d) The physician shall certify that the employees are free of communicable disease, including active tuberculosis.

Section 5.13. Clerical Assistance

Clerical assistance will be provided for instructors to type tests, school business letters, prepare duplication masters, operate copy machines, prepare transparencies, and other such duties related to the instructional process. Instructors will be requested to present material prior to the date of necessary completion, and such completion will be on the basis of priority of request.

Section 5.14. Program Representative

An instructor may decline an appointment by the District Administrator to serve as a program representative.

ARTICLE VI SALARY & BENEFITS

Section 6.01. Monetary Allowance for Professional Growth

The Board shall establish salary guides for the several professional positions in the District school that will, in the opinion of the Board, (1) attract to this school the best candidates available, (2) give stability to the professional staff, and (3) stimulate professional growth while in service. This provision shall apply to written approvals granted after August 17, 1981.

Instructors shall receive a monetary allowance for credits or credit equivalents for training beyond that which is required for initial five-year certification. The allowance is granted through prior written approval of the Administrator, Instructional Services.

The monetary allowance shall be given based on the following guidelines:

(a) Any instructor presently under contract will not be credited for less credits than were allowed under the original contract.

(b) Credit equivalency is defined to mean a total of 40 noncredit hours of attendance at job-related clinics, workshops, etc., with prior approval by the Administrator, Instructional Services, as equal to one collegiate credit. These 40 noncredit hours will be accumulated and must be verified in writing by the sponsors of the educational related activity.

(c) The credit equivalency allowance applies to all instructors under contract. The collegiate credit allowance applies only to contracted instructors who have earned a minimum of a Bachelor's degree or its equivalent. Credit does not have to apply to an advanced degree.

(d) Nondegree instructors, upon earning a B.S. degree, will have previous occupational experience reevaluated for a proper step adjustment on the existing wage scale.

(e) Credits or credit equivalents earned on the educator's own time and expense will be included. All credits or credit equivalents earned at the expense of the District will be excluded from the monetary allowance but will be applicable to recertification.

(f) All courses, regardless of credit value, accumulated in satisfaction of initial five-year certification requirements are excluded.

(g) Credit equivalent allowances earned only since the initial day of employment will be included.

(h) The maximum credits allowed for salary adjustment is limited to 30 of which no more than 15 may be equivalency credits (above B.S. or M.S.).

(Refer to new salary schedule.)

(i) Collegiate credits beyond the Bachelor's or Master's degree which have been accepted by a college or university as applicable toward satisfaction of the requirements for an advanced degree will be included.

(j) All credits or credit equivalents to be included in a salary recalculation must be requested by the applicant and supported by appropriate documentation. If the application for recalculation is received by the thirtieth (30th) day of the semester and documentation is furnished as soon as it is available, the reclassification shall be effective at the beginning of that semester. If the application is submitted after the thirtieth (30th) day of the semester, the recalculation shall be effective at the beginning of the following semester.

(k) Collegiate credits directly applicable to the instructor's certified teaching area for nondegree instructors, if such credits are not applicable toward satisfaction of the Bachelor's degree requirements, will be included.

Section 6.02. Method of Payment

1. Payment Plans

(a) Standard Payment Method

All professional faculty members shall receive their paychecks on an every-other-Friday basis throughout a fifty-two (52) week period. Those faculty members employed on less than a fifty-two (52) week basis may have their checks in an amount equal to the unpaid portion of their contracts made available to them on the last payday in May.

(b) Optional Payment Method

Academic year teachers may, by written notice made at the beginning of the academic year, elect the following payment plan. Wage payments will occur on a biweekly basis every other Friday commencing with the first pay period following the start of the individual's contract. The last payment will be made on the payday following the completion of the individual's contract. Each payment will be an equal amount determined by dividing the duration of the individual's contract by two.

2. (a) When the date for regular salary payment occurs on a holiday or recess, salary checks shall be paid on the last school day before the holiday or recess.

(b) Instructors who are members of a credit union within the District may arrange for payroll deductions.

(1) Deductions will be made on a biweekly basis in equal amounts totaling the amount authorized.

(2) Moneys deducted will be sent to the appropriate credit union biweekly along with the itemized listing of the deductions.

(c) An instructor who resigns or is given a leave of absence without pay during a school year is paid on the following pro rata basis.

$$\frac{\text{Number of weeks taught}}{\text{Weeks of contract}} \times \text{Total yearly salary} = \text{Pro rata Earnings}$$

If the instructor who resigns or is given a leave of absence without pay during a school year has received checks which do not equal the pro rata earnings, any additional full payment shall be made to the instructor upon termination of employment.

(d) An individual initially employed during the fall semester is eligible for a step the following July 1 and each subsequent July. An individual initially employed during the spring semester is eligible for a step the following January 1 and each subsequent January.

Section 6.03. Dues Deduction and Fair Share

(a) A fair-share agreement between the employer and the PSA shall be in existence. In accordance with this agreement, the employer will deduct an amount uniformly required of all members from the earnings of the employees affected by this Agreement and pay the amount so deducted to the PSA on the first payday of each month. In consideration for this fair-share agreement, the PSA agrees to indemnify, save, and hold harmless the employer for any claims, disputes, actions, or damages whatsoever that arise as a result of any deduction or deductions made pursuant to the terms of this fair-share agreement.

(b) Changes in the amount of dues to be deducted shall be certified by the PSA thirty (30) days before the effective date of the change.

(c) Employees who are not members of the PSA as of September 20, 1979, and who taught in the District prior to July, 1979, shall be exempt from paying fair-share dues until such time that fair share is implemented pursuant to (d) below.

(d) When the PSA voluntary and fair-share membership reaches 75 percent of the bargaining unit, the PSA shall have the right to a WERC conducted fair-share referendum. Such a referendum shall be decided on a majority vote of the bargaining unit.

(e) A list shall be maintained by the Director showing the seniority of each instructor within the District. Such list shall be made available to the PSA by November 1 each year. The PSA President shall be notified in writing of any additions to or deletions from the list during the year.

(f) All employees on approved leave shall retain seniority rights.

Section 6.04. Teachers Retirement Fund

The Board shall pay up to 5 percent of the instructor's contracted salary to the Wisconsin Retirement Fund. As of January 1, 1986, the Board shall pay up to 6 percent of the instructor's contracted salary to the Wisconsin Retirement Fund. Instructors shall retain full vested rights to these contributions.

Section 6.05. Annuities - Tax Deferred

It shall be the policy of the Board that premiums for payment of annuities shall be deducted from the salaries of certified personnel provided that written application for such deductions are on file with the District Director.

Section 6.06. Hospital, Medical, and Major Medical Insurance

The Board agrees to provide and pay for the full hospital, medical, and major medical insurance premium for all bargaining unit members, their spouses, and their dependent children as provided by Blue Cross-Blue Shield during the 1980-81 school year.

Section 6.07. Group Life Insurance

The Board agrees to provide and pay the full group life insurance premium for all bargaining unit members equal in face value to the next highest $1,000 multiple over the instructor's annual salary.

Section 6.08. Liability Insurance

The Board agrees to carry liability insurance covering bargaining unit members with coverage the same as currently carried.

Section 6.09. Changes in Coverage

The Board may from time to time change any insurance carrier as long as the coverage under the new carrier will be equal to or greater than the previous coverage. The Board shall provide the instructors covered herein and the PSA with policy numbers and specifications of insurance policies.

Section 6.10. Insurance After Retirement/Layoff

It shall be the policy of the Board to permit personnel to be carried with the group insurance plan or plans at their own expense after retirement.

(a) Retirement or Layoff/Health Insurance Pay Plan

Effective with the 1987-88 school year, one half of an employee's unused accumulated sick leave at full pay is to be used to continue the payment of health insurance premiums for the employee at the time of retirement or layoff.

The total amount available for the payment of health insurance premiums shall be equal to the employee's daily rate of pay at the time of retirement or layoff TIMES one half of the employee's accumulated sick leave. The accumulated sick leave does not include the sick leave bank.

To be eligible for this policy when retiring, one must retire under the Wisconsin Retirement System (disability, early, or normal).

An employee on layoff who is eligible for paid health insurance as the result of a job with another employer shall not receive paid health insurance under this plan at the same time.

An employee on layoff who is subsequently recalled to work for the District shall be credited with sick leave equal to the amount of accumulated sick leave that the employee had at the time of layoff MINUS any sick leave days that were converted to the payment of health insurance premiums.

Section 6.11. Proration of Coverage

When instructors are teaching a 50 percent load, but less than a full load, the Board will contribute for premiums at the same percentage as the teaching load.

An individual whose teaching load averages 95 percent or more during a contract year shall be given full benefits paid by the Board. If an underload occurs during the first semester, the instructor shall be reimbursed for any contributions made for benefits paid by that individual.

Section 6.12. Dental Insurance

The District Board agrees to provide and pay the entire single or family dental insurance premium for all eligible bargaining unit members in order to secure the benefits identified in Plan III Group Insurance Program proposed by Blue Cross-Blue Shield United of Wisconsin dated October 23, 1981, commencing January 1, 1982. (As revised February 1, 1988.)

Section 6.13. Long-term Disability Insurance

The District Board agrees to provide and pay the entire premium for all eligible bargaining unit members in order to secure the benefits identified in the SIF Long-term Disability Insurance proposal prepared by T. D. Briscoe dated March 6, 1981. The Long-term Disability Insurance shall commence July 1, 1982. (As revised February 1, 1988.)

Section 6.14. Longevity Pay

Employees who were on Step 13 of any scale the previous year will receive an additional one (1) percent above the dollar amount on that step.

ARTICLE VII LEAVES

Section 7.01. Sick Leave

(a) All employees covered by this Agreement shall be granted a total of ten (10) days sick leave at full compensation for each contract year of the term of their employment which shall be cumulative up to 140 days.

(b) A newly employed instructor will accrue the ten (10) days for the first contract year immediately.

(c) At the beginning of each new school year, each instructor shall receive an accounting in writing of the total number of sick leave days he has accumulated to that time.

(d) Sick leave bank. Extended sick leave shall be made available to employees with accumulated teaching, educational-administrative, educational-related, or occupational-related work experience acquired previous to employment by the District Board.

(1) The calculation of applicable work experience and interpretation of that work experience which is acceptable to this policy shall be the responsibility of the District Director.

(2) Extended sick leave is to be used only if regularly accumulated sick leave and vacation is exhausted.

(3) The formula for computation shall be:

1 through 5 years work experience - 5 days per year
next 5 years through 10 years - 4 days per year
additional years beyond 10 years - 3 days per year.

(4) Effective date: this policy to be effective on date of adoption and to apply to all full-time employees.

(5) Each employee shall be notified of his sick leave status at the beginning of each contract year.

(e) Sick leave shall be granted because of temporary disability as a result of pregnancy or childbirth. The employee's physician will certify, to the District Director, when the employee is incapable of performing her normal job function before childbirth and when the employee is able to resume her normal job function after childbirth.

(f) An instructor with a work load between 50-94 percent shall be granted prorated sick days.

(Formula: $\frac{\text{Contract Hours}}{35}$ = % of teaching load

% of teaching load x 5 days of cumulative sick leave per semester = total days allowed for sick leave/semester)

(g) Those persons on an extended contract shall receive one (1) additional sick leave day for each twenty (20) days, or a major portion thereof, worked beyond the normal contract (192 days).

Section 7.02. Death or Illness in Family

(a) An employee who is absent because of the death or serious illness of his spouse, child, parent, or a dependent who lives in his household shall be paid for the time lost from his regularly scheduled duties for a period of up to three (3) days per death or illness. Additional days may be granted with permission of the Director.

(b) This leave may also be applied for other relatives or special relationships, up to three (3) days.

(c) This leave shall not be deducted from accumulated days of sick leave.

Section 7.03. Emergency/Personal Leave

(a) The District Director shall grant up to two (2) days for unforeseen emergencies. Such leave shall not be deducted from the accumulated sick leave.

(b) Instructors shall be granted up to two (2) days for personal leave without deduction from sick leave. All personal leave days must have a 24-hour prior notice. Personal Leave is limited to activities that cannot be conducted outside of the normal assigned school hours and are of a personal business nature.

(c) Instructors may be granted additional emergency/personal leave by the District Director without pay during each year of their employment.

Section 7.04. Jury Duty/Military Leave

(a) Jury Duty

(1) An instructor absent from school because he has been selected for jury duty or has been subpoenaed shall be paid by the Board the differential between his regular salary and that paid for jury duty or testifying for the period of time he is required to serve.

(2) Such items as subsistence, travel, or other expense allowance paid shall not be included in determining pay received from the District.

(3) Such time shall not be deducted from any leave accumulation.

(b) Military Leave

(1) An instructor absent from school because of mandatory military reserve duty other than emergency call-up shall be paid by the Board the differential between his regular salary and that paid for military duty for a period not to exceed ten (10) days per year.

(2) Such items as subsistence, travel, or other expense allowance paid shall not be included in determining pay received from the District.

(3) Such time shall not be deducted from any leave accumulation.

Section 7.05. Wisconsin Association for Vocational & Adult Education Convention

Time off will be provided for instructors who are members of WAVAE who attend the WAVAE Convention during normal working hours with no reduction in pay. Those instructors not attending the WAVAE Convention on these days will be required to report for work. All instructors planning to attend the Convention will notify the District Director in writing five (5) days prior to the Convention. Instructors attending the Convention shall be reimbursed by the Board in the amount of thirty-five dollars ($35).

Section 7.06. American Vocational Association

The President of the Southwest Wisconsin Association for Vocational Educators shall be allowed to attend the annual AVA National Convention with expenses paid by the Board. It shall be the policy of the District that if anyone attends the AVA Convention at least one teaching faculty member will be allowed to attend with expenses paid by the Board.

Section 7.07. Professional Improvement Leave

Instructors will be entitled to a leave of absence (of up to one contract year) to be approved by the District Director with advice by the Faculty Council for related work experience or for educational improvements. During the leave of absence, the District will carry all the instructor's insurances that are covered under the contract at the expense of the employee. This leave will be limited to a maximum of 2 percent of the faculty per year. Requests for Professional Improvement Leave must be submitted to the District Director no later than 100 days prior to the anticipated commencement of the leave. The instructor shall return to his original position or its equivalent unless his added experience and training qualify him for a different classification. In such case he shall be so placed if the opening exists. An instructor returning from Professional Improvement Leave shall be placed at least on the same position on the salary schedule which the instructor would have been on had he worked during the time of the leave.

Section 7.08. Annual PSA Leaves

(a) The Board shall make available to the PSA a total of ten (10) days annually for PSA business.

(b) The PSA shall give written notification to the District Director stating the days of leave needed for the person or persons so designated.

(c) The instructor taking such leave shall suffer no pay loss or deduction from any other type of leave.

(d) An instructor making use of such leave shall arrange with the cooperation of the District, but at no cost to the District, to have classes covered during the duration of the leave, and shall so notify his immediate supervisor prior to taking the leave. The substitute instructor must be approved by the immediate supervisor.

Section 7.09. Other Leaves

(a) Upon written request to the Board, an instructor may be granted a leave not exceeding a single twelve-month (12-month) period for any reason acceptable to the Board which, among other things, may include child care, public service, advanced study, or educational travel. Such leave shall be without compensation or other benefits, and the instructor shall not accumulate longevity or other benefits while on such leave.

(b) An instructor on such leave shall be permitted to make his own and the Board's regular contribution to all benefits requiring such contributions as permitted by State Law.

Section 7.10. Family Leave

Upon request of the instructor, at the time of childbirth: adoption; or serious illness of a child, spouse, or parent; a leave of absence without pay for a period of up to one year shall be granted.

An instructor granted such leave shall retain seniority for salary increments and for other purposes in which seniority is a factor.

Upon return, the instructor shall be placed in his original position if it still exists: the procedure for staff reduction in Article V, Section 5.04, shall be followed.

An instructor on such leave shall be permitted to make his own and the Board's regular contributions to all benefits requiring such contribution, as permitted by State Law.

Section 7.11. - Educational Leave

An instructor shall be permitted to take up to fifty (50) hours a year, but no more than two (2) hours a week, with no reduction in pay for educational self-improvement to include, but not limited to, the following activities: meeting with academic advisers, registering for classes, completing degree requirements, transportation time to and from classes, etc. The instructor will be responsible for having affected classes covered with no cost to the District.

ARTICLE VIII IMPLEMENTATION

(a) The PSA shall have access to any and all public information, statistics, and records concerning the District.

(b) Any appointed committee in the District with faculty representatives shall include at least one PSA member, this member to be selected from dues check-off.

(c) The Board or its representatives agree to meet with the representative of the PSA at the request of either party to discuss matters of educational policy and development as well as matters relating to the implementation of this Agreement.

(d) The PSA shall, upon its request, be entitled to have a representative appear on the Board agenda and to speak on any issues of said agenda before a vote is taken on such issues. A copy of the agenda and financial report will be provided to the PSA by the Secretary of the Board at the same time it is made available to the members of the Board. The PSA will receive three (3) copies of the approved Board minutes of open meetings after the meeting of the Board and as soon thereafter as practicable. PSA shall be notified of Board action affecting PSA before implementation.

(e) Whenever members of the PSA are scheduled by the Board or its agents to participate, during working hours, in conferences, meetings, or in negotiations respecting the collective bargaining Agreement, they shall be granted the necessary time and shall suffer no loss in pay.

(f) Copies of all Agreements and addenda thereto between the parties shall be distributed by the PSA to each employee covered by this Agreement. The Board or its representative agrees to meet with the PSA within five (5) days after the signing of this Agreement for the purpose of arranging to authorize the printing of the Agreement and any addenda thereto. The Board agrees to pay the cost of printing of 175 copies of the Agreement for distribution by the PSA.

ARTICLE IX USE OF FACILITIES

(a) The PSA shall have the right to hold meetings in available District facilities upon request to the administration in charge of the building. These meetings should be held at reasonable hours - not to conflict with class schedules.

(b) The PSA shall have the right to use the mail system and/or mail-boxes in and between buildings for the purpose of communicating with instructors.

(c) The PSA shall have the right to bulletin board space for the purpose of posting notices and bulletins regarding the business or activities of the PSA.

(d) The PSA shall be notified of the name and address of a new employee within five (5) days of hiring or receipt of the new employee's signed contract.

(e) The District agrees to maintain professional facilities for all instructors at least at the present standard current in the District including office facilities, restrooms, eating, and telephone facilities.

(f) The PSA shall be permitted to use District equipment and make use of the services of the copy center in relation to PSA activities or matters which relate to the general welfare of the District. PSA will reimburse the District for any materials consumed according to rates charged to other organizations in the District.

(g) The PSA shall be furnished with a mutually agreeable lockable office and shall be supplied with at least a desk, three chairs, and a telephone for that office.

ARTICLE X MISCELIANEOUS

Section 10.01. Part-time Employees

(a) If there is sufficient teaching load in the regular program, the Board shall hire a full-time instructor in preference to a number of part-time instructors, providing a qualified instructor is available. A sufficient teaching load is defined as 50 percent or more above that which the existing instructors in a program or area are assigned 100 percent loads. In the event of a staff reduction, full-time instructors shall have the right to the work load taught by any part-time instructor.

(b) Part-time instructors may be employed in programs or locations where it is difficult to recruit or utilize regular full-time instructors. Southwest Wisconsin Vocational-Technical Institute does not intend to use part-time instructors for the purpose of limiting participation in the bargaining unit and, therefore, will annually, in the spring, evaluate part-time instructor appointments for the purpose of determining whether regular full-time instructors shall be recruited to perform the required work.

Section 10.02. Travel

(a) Any instructor designated and/or authorized by the Board, the Director, or other designated supervisors to represent or conduct school business for Southwest Wisconsin Vocational-Technical Institute which requires travel or for regular assignments away from the base campus, shall be compensated for his expenses as follows:

(1) Vehicles
Actual expenses associated with operating a District vehicle shall be reimbursed by the District. If an instructor uses his own vehicle, the mileage reimbursement shall be consistent with prevailing Board Policy but shall not be less than 22 cents per mile.

(2) Meals and Lodging
(aa) Meal allowances are limited to a maximum of: Breakfast - $5, Lunch - $6, and Dinner - $12.

Receipts are not required for meals.

(bb) Tips shall be limited to 15 percent of the cost of the meal.

(cc) Receipts are required for all motel accommodations. However, if possible, arrangements should be made with the motel in advance (see the Director's secretary for reservations) to permit the motel to bill the school directly.

(dd) Receipts are required for all other expenses when possible. Example: registration fees, parking fees, etc.

(ee) Interstate travel meal and lodging reimbursement shall be governed by Runzheimer Meal Lodging Index.

(b) A travel claim form is to be completed and submitted by all instructors to enter claims for authorized travel expenses. The reimbursement shall be paid on the following paycheck nearest the date of submission.

(c) If estimates of expenses exceed $25 for any single travel herein described, the instructor shall be authorized to draw the estimated amount of expenses by completing a form provided by the District Director. The instructor will comply with number (b) above, will submit substantiation of expenses, and will return all excess funds or receive reimbursement for expenses above the estimated draw.

(d) The time allocated for travel from the instructor's base school (those instructors assigned over 50 percent of work load) to or from the place of assignment, called conference, requested or required meeting is:

Each twenty (20) miles shall equal 1/2 hour.

(e) If the instructor is required to travel from his base school to a place of assignment (assigned over 50 percent of work load) during contract hours, he will be credited the total travel base of 35 hrs./wk

Section 10.03. Retirement

The retirement date for any employee of the District shall be on the first day of July following the employee's 70th birthday.

It shall be the policy of the Board to permit personnel to participate in early voluntary retirement (age 62 and over) under the provisions of Section 40.02 (42)(f) of the Statutes. The notification of such intent shall be made to the District Director five months prior to the commencement of the retirement. Employees must have eight (8) years of service to the District in order to take advantage of this clause. Retirement may only commence at the conclusion of a semester or expiration date of the instructor's individual contract.

Section 10.04. Resignations

Resignations shall be in writing signed by the resigning party, directed to the District Director, and referred by him to the Board with recommendations.

The Board recognizes that there are some circumstances which force an employee to request a release from a contract before the expiration date of the contract; therefore, personnel will be released from their contracts at any time that suitable replacements can be secured.

Section 10.05. Safety and Health

(a) The Board shall make reasonable provisions for the safety and health of its employees while in the course of their employment; and all employees are expected to cooperate to the best of their ability in the prevention of accidents to themselves, fellow employees, and students. Instructors will not be required to endanger anyone's physical safety.

(1) The Board will pay up to $40 toward the acquisition of prescription safety glasses if an instructor is required as a condition of employment to utilize an eye protective device. The condition of the glasses shall be maintained at an appropriate level by the instructor.

(b) The Board and the PSA will cooperate in maintaining and make effective safety and good housekeeping rules that will eliminate hazards and make school a safe and sanitary environment. The Board and the PSA shall mutually agree to appoint a joint Safety Committee. This Committee shall be composed of representatives of the Administration and representatives of the PSA; the number of members will be decided jointly. The PSA representatives will be selected by the PSA. The Committee shall:

(1) Meet for the purpose of discussing safety problems and shall inspect the physical plant to verify that the adopted safety recommendations have been implemented.

(2) Make recommendations for the correction and elimination of unsafe and harmful conditions or practices.

(3) Provide and maintain adequate first aid supplies and equipment and keep all employees informed of all recommended first aid and safety procedures adopted by this Committee.

(4) Review all disabling injuries and work-related illnesses investigate the causes of same, and recommend rules and procedures for the prevention of accidents and diseases and promote the health and safety of the employees and the students.

(c) Instructors shall be provided, consistent with safeguarding of private information, with the names of students known to be afflicted or suffering from physical and/or emotional problems.

(d) Instructor Protection

(1) Any case of an assault or threat of an assault on an instructor shall be promptly reported to the District Director. The District will render reasonable and adequate assistance to the instructor in connection with the handling of the incident by law enforcement and judicial authority.

(2) If any instructor is sued as a result of any lawful action taken by the instructor while in pursuit of his employment, the District will provide adequate legal assistance to the instructor.

(e) Worker's Compensation

If an instructor is absent from work due to incapacitating injury because of an assault or other injury as a result of his performing services directly related to his employment, the following shall apply:

(1) If the injury is covered by Worker's Compensation, he shall receive, in addition to the Worker's Compensation, the difference between this payment and his regular salary for the period of absence caused by the disability from the first day following the incident or accident. This shall not be deducted from his accumulated sick leave.

(2) In the event that this injury is not covered by Worker's Compensation or is being contested by the Department of Industry, Labor and Human Relations (DILHR) under the Worker's Compensation Law, the instructor shall still be covered for full salary until the expiration of his current contract. This shall not be deducted from his accumulated sick leave.

(3) In order to be eligible for this benefit, the instructor shall promptly report the incident to the Board or its designated representatives.

Section 10.06. Innovations and Changes

Whenever the Board installs new equipment, establishes new courses or new subject matter, or updates existing equipment, courses, or subject matter, to the extent that additional skills or knowledge shall be required on the part of the instructors involved to fulfill the objectives of the innovation or change, the District shall provide, at its expense, a training program prior to implementation of the innovation or change. Any innovation or change, prior to its implementation, shall be presented to and reviewed by those instructors directly affected.

Section 10.07. Inclement Weather or Emergencies

When school is open, instructors are expected to be on the job. When school is closed because of inclement weather or other emergency, days will not be made up until contact days drop below 173. When make-up days are necessary, they shall be by mutual agreement between the District and the PSA. When there is a major disaster, instructors will receive compensation for not more than five (5) consecutive school days.

ARTICLE XI RULES GOVERNING AGREEMENT

(a) Conformity to Law

(1) If any provision of this Agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable to be performed or enforced except to the extent permitted by law. Any substitute action shall be subject to appropriate consultation and negotiations with the PSA.

(2) In the event that any provision of this Agreement is, or at any time be, contrary to law, all other provisions of this Agreement shall continue in effect.

(b) The articles in this Agreement supersede and override all conflicting Board policies pertaining to wages, hours, or conditions of employment or items in individual teacher contracts.

(c) Duration

(1) This agreement and each of its provisions shall be binding on both parties from July 1, 1987, to June 30, 1990, except as provided in Sections (d) and (e).

(2) Negotiations for subsequent agreements will commence no later than the dates indicated in (d) for the reopener items and no later than September 30, 1989, for the successor to the entire 1987-90 Agreement.

(3) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

(d) Negotiations concerning the 1987-90 Agreement, Article VI, Salary and Benefits, specifically Sections 6.01, 6.06, 6.07, 6.08, 6.09, 6.12, 6.13, and 6.14, shall commence no later than April 15, 1988, for the 1988-89 school year and no later than March 15, 1989, for the 1989-90 school year.

(e) Negotiations concerning ITFS, 5.09 (i), will be reopened no later than April 15, 1988.

IN WITNESS WHEREOF THE FOLLOWING HAVE SET UNTO THEIR SIGNATURES AND SEALS THE 19TH DAY OF MARCH, 1988.

Chairman of Professional Staff Association Employee Relations Committee

District Director

President, Professional Staff Association

Chairman of Southwest Wisconsin Vocational, Technical & Adult Education District Board

INCREASE ='S 5.00%
STEP ='S 3.35%
EACH 3 CREDITS ='S 165

BS SCALE

STEP	CREDITS										
	0	1-3	4-6	7-9	10-12	13-15	16-18	19-21	22-24	25-27	28 +
	0	1	2	3	4	5	6	7	8	9	10
0	19192	19357	19522	19687	19852	20017	20182	20347	20512	20677	20842
1	19835	20000	20165	20330	20495	20660	20825	20990	21155	21320	21485
2	20499	20664	20829	20994	21159	21324	21489	21654	21819	21984	22149
3	21186	21351	21516	21681	21846	22011	22176	22341	22506	22671	22836
4	21896	22061	22226	22391	22556	22721	22886	23051	23216	23381	23546
5	22629	22794	22959	23124	23289	23454	23619	23784	23949	24114	24279
6	23387	23552	23717	23882	24047	24212	24377	24542	24707	24872	25037
7	24171	24336	24501	24666	24831	24996	25161	25326	25491	25656	25821
8	24981	25146	25311	25476	25641	25806	25971	26136	26301	26466	26631
9	25817	25982	26147	26312	26477	26642	26807	26972	27137	27302	27467
10	26682	26847	27012	27177	27342	27507	27672	27837	28002	28167	28332
11	27576	27741	27906	28071	28236	28401	28566	28731	28896	29061	29226
12	28500	28665	28830	28995	29160	29325	29490	29655	29820	29985	30150
13	29455	29620	29785	29950	30115	30280	30445	30610	30775	30940	31105

MS SCALE

STEP	CREDITS										
	0	1-3	4-6	7-9	10-12	13-15	16-18	19-21	22-24	25-27	28 +
	0	1	2	3	4	5	6	7	8	9	10
0	20994	21159	21324	21489	21654	21819	21984	22149	22314	22479	22644
1	21697	21862	22027	22192	22357	22522	22687	22852	23017	23182	23347
2	22424	22589	22754	22919	23084	23249	23414	23579	23744	23909	24074
3	23175	23340	23505	23670	23835	24000	24165	24330	24495	24660	24825
4	23951	24116	24281	24446	24611	24776	24941	25106	25271	25436	25601
5	24754	24919	25084	25249	25414	25579	25744	25909	26074	26239	26404
6	25583	25748	25913	26078	26243	26408	26573	26738	26903	27068	27233
7	26440	26605	26770	26935	27100	27265	27430	27595	27760	27925	28090
8	27326	27491	27656	27821	27986	28151	28316	28481	28646	28811	28976
9	28241	28406	28571	28736	28901	29066	29231	29396	29561	29726	29893
10	29187	29352	29517	29682	29847	30012	30177	30342	30507	30672	30837
11	30165	30330	30495	30660	30825	30990	31155	31320	31485	31650	31815
12	31176	31341	31506	31671	31836	32001	32166	32331	32496	32661	32826
13	32220	32385	32550	32715	32880	33045	33210	33375	33540	33705	33870

Southwest Wisconsin Technical College

1987-88 CALENDAR

July

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

August

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
~~17~~	~~18~~	~~19~~	(20)	21
24	25	26	27	28
31				

September

M	T	W	TH	F
	1	2	3	4
[7]	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

October

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
~~19~~	20	21	22	23
26	27	28	29	30

November

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	[26]	V
30				

December

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	~~23~~	V	[25]
V	V	V	V	

January

M	T	W	TH	F
				[1]
V	V	V	~~7~~	~~8~~
(11)	12	13	14	15
18	19	20	21	22
25	26	27	28	29

February

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
[15]	16	17	18	19
22	23	24	25	26
29				

March

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
V	V	V	V	

April

M	T	W	TH	F
				[1]
V	5	6	7	8
11	12	13	~~14~~	~~15~~
18	19	20	21	22
25	26	27	28	29

May

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	~~27~~
[30]	31			

June

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

Vacation V
Holiday [ ]
In-service ~~1 2 3~~
Convention V
First Day of Classes 2
Quarter Ends 9

In-service	8
Holidays	7
Convention	2

Contact Days	175
Contract Days	192

Southwest Wisconsin Technical College
1988-89 CALENDAR

July

M	T	W	TH	F
				1
△4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

August

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	~~17~~	~~18~~	~~19~~
(22)	23	24	25	26
29	30	31		

September

M	T	W	TH	F
			1	2
[5]	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

October

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
~~24~~	25	26	27	28
31				

November

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	[24]	V
28	29	30		

December

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	~~23~~
[26]	V	V	V	V

January

M	T	W	TH	F
[2]	~~3~~	~~4~~	~~5~~	~~6~~
(9)	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

February

M	T	W	TH	F
		1	2	3
6	7	8	9	10
[13]	14	15	16	17
20	21	22	23	24
27	28			

March

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
V	V	V	V	[24]
V	28	29	30	31

April

M	T	W	TH	F
3	4	5	6	7
10	11	12	~~13~~	~~14~~
17	18	19	20	21
24	25	26	27	28

May

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	~~26~~
[29]	30	31		

June

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

KEY

Vacation V
Holiday □
In-Service ~~1 2 3~~
Convention ~~V~~
First Day of Classes (2)
Quarter Ends 9

In-service 8
Holidays 7
Convention 2

Contact Days 175
Contract Days 192

July 4 △ - Holiday for non-master contract personnel and extended contract faculty. Extended contract personnel would have to be scheduled to work either the day before or the day after July 4 to receive the holiday.

INDEX

	PAGE
A.V.A.	21
Annuities - Tax Deferred	16
Arbitration	4
Assignments	10
Assignments Beyond the Normal Workday, Workweek, & School Year	11
Bargaining Unit	1
Blue Cross-Blue Shield	16
Board Meetings	21
Calendar, 1988-89	30
Cash Advance	23
Cause	8
Certification	4
Changes & Innovations	27
Changes in Insurance Coverage	17
Clerical Assistance	13
Club Adviser	11
Committees	21
Community Services Classes	11
Conformity to Law	28
Contact Days	26
Credit Equivalent	13
D.I.L.H.R.	27
Death or Illness in Family	19
Dental Insurance	18
Discipline	8
Dismissal	8
Dues Deduction	15
Duration of Contract	28
Educational Leave	22
Emergencies or Inclement Weather	27
Emergency/Personal Leave	20
Evaluation	8
Evening Class (Section 5.06)	11
Expense Accounts	24
Extended Contract	11
Fair Dismissal, Discipline, Layoff, & Recall Policy	8
Fair Share	16
Family Leave	22
Formal Evaluation Procedure	8
Grievance Procedure	2
Group Life Insurance	16
Health & Safety	26
Health Insurance/Retirement Pay Plan	17
Hospital, Medical & Major Medical Insurance	16

Illness or Death in Family	19
Implementation	21
Inclement Weather or Emergencies	27
Innovations & Changes	27
Insurance	16
Insurance After Retirement/Layoff	17
Jury Duty/Military Leave	20
Leaves	18
Liability Insurance	17
Life Insurance	16
Longevity Pay	18
Long-term Disability Insurance	18
Make-up Days	27
Management Rights	1
Maternity Leave	21
Medical Insurance	16
Method of Payment	15
Military Leave	19
Monetary Allowance for Professional Growth	13
Negotiations	28
New Positions	12
Optional Assignments	11
Other Leaves	21
Overload	6
PSA Leave	21
PSA Meetings	22
Part-time Employees	24
Pay Period	15
Personal/Emergency Leave	19
Personnel File	7
Physical Examinations	13
Preparations	7
Professional Improvement Leave	21
Program Representative	13
Pro Rata Pay	15
Prorated Sick Leave	18
Proration of Insurance	17
Recall Rights	9
Resignations	25
Retirement	25
Retirement/Health Insurance Pay Plan	17
Rules Governing Agreement	28

S.T.R.S. 16
Safety & Health 26
Safety Glasses 26
Salary & Benefits 13
Salary Schedule, 1987-88 29
Schedule 4
Seniority 9 and 16
Sick Leave 18
Sick Leave Bank 18
Snow Days 27
Student Evaluations 8
Student Organizations 11
Subpoenaed Witness 20
Summer School 11

Tax Deferred Annuities 16
Teacher Retirement Fund 16
Teaching Assignments 11
Transfers 12
Travel 24
Travel Claim Form 24
Tuberculin Test 12

Use of Facilities 23

Vacancy Procedure 12

W.A.V.A.E. 20
Workday 5
Work in Regular Programs Beyond the Regular School Year 11
Work Load 5
Workweek 4
Worker's Compensation 27

X ray 12 and 13

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